



CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT

**REQUEST FOR PROPOSAL
No. 2023-P24**

ELECTRONIC SUBMISSIONS ONLY

Proposals shall be received by the Bidding System no later than:

OCTOBER 6, 2023 @ 3:00 p.m. (local time)

Issue Date: September 13, 2023

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DEFINITIONS AND INTERPRETATIONS

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. “Authorized Person” means;
 - i. For a Proponent who is an individual or sole proprietor that person.
 - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
 - iii. For a Proponent which is a corporation:
 - a) any officer or director of the corporation; and
 - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
 - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. “Bidding System” means the County’s bid portal website operated by bids&tenders™ and posted as <https://elgincounty.bidsandtenders.ca/Module/Tenders/en>
4. “Contract Operator” or “Operator” means the Proponent who has been approved by the County to operate the Elgin Manor Wastewater Treatment Plant.
5. “County” refers to the Corporation of the County of Elgin.
6. “Designated Official” refers to the Manager of Procurement & Risk for the County of Elgin.
7. “EMWWTP” refers to the Elgin Manor Wastewater Treatment Plant.
8. “Proposal” means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
9. “Proponent” means the legal entity submitting a proposal.
10. “Request for Proposal (RFP)” means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County’s objectives in a cost-effective manner.
11. “Successful Proponent” means the Proponent whose proposal has been approved by the County.

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The County of Elgin is inviting proposals from qualified Service Providers for the operation of the Elgin Manor Wastewater Treatment Plant located at 39232 Fingal Line in the Township of Southwold. The facility is located behind Elgin Manor Long Term Care Home.

The successful Proponent will possess the requisite technical skills to deal with the matters to be addressed in the following tasks and will be required to work directly with County staff, the public and other agencies in a professional manner. The firm, in addition to technical qualifications, must exhibit skills such as timeliness, diplomacy, tact, strong communication ability and an understanding of the County.

Further information regarding the scope of work is included in Section 2.0.

1.2 Proposal Format and Delivery

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders™ support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

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Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

The County shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

1.3 **Designated Official**

For the purpose of this contract Mike Hoogstra, Manager of Procurement & Risk for the County is the “Designated Official” and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

1.4 **Questions / Inquiries**

All inquiries regarding this *RFP* shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.6.

If during the period prior to submission of *proposals*, the County determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. Directing inquiries to someone other than the Designated Official may result in your submission being rejected.

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1.5 **Addenda**

The County, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The County will make every effort to issue all addenda no later than three (3) days prior to the closing date.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to have received all Addenda that are issued. Proponents should check online at <https://elgincounty.bidsandtenders.ca/Module/Tenders/en> prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge the addenda; and
- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this section.

1.6 **Site Tour**

A site tour will be held on **September 20, 2023 @ 3:30 P.M.** at the Elgin Manor WWTP, 39262 Fingal Line, just west of St. Thomas. Proponents shall meet at the WWTP, located behind the Long-Term Care Home. Proponents shall examine the RFP documents and make personal examination of the site in order to acquaint themselves with the conditions under which they will be obliged to work.

Proponents are to examine the site and satisfy themselves of all site conditions prior to submitting a Proposal. Staff from the County of Elgin shall assume no responsibility whatsoever in providing site details on site conditions. The Proponent is not to claim at any time after the submission of the proposal that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

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The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the bidding system.

| | |
|---------------------------|--------------------------------|
| Issue RFP: | September 13, 2023 |
| Site Tour: | September 20, 2023 @ 3:30 p.m. |
| Last Date for Questions: | September 29, 2023 @ 4:00 p.m. |
| RFP Close: | October 6, 2023 @ 3:00 p.m. |
| Interviews/Presentations: | October 25, 2023* |
| Award of Contract: | November 14, 2023* |

**Dates noted above are an approximation only and are subject to change.*

1.8 Proponent Communications

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the County to a Proponent will be issued through the Bidding System.

1.9 Proponent Investigations

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the County or information contained in the RFP Documents or in responses to questions.

The County does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information shall be at the Proponent's sole risk and without recourse against the County.

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SECTION 2.0 - TERMS OF REFERENCE

2.1 Background and Plant Information

The Wastewater Treatment Plant (WWTP) at the Elgin Manor Site (Site) is located at 39232 Fingal Line, R.R. #1 in Southwold Township, just outside of the City of St. Thomas in Elgin County. The WWTP was constructed at the site in the vicinity of the existing Elgin Manor LTC Home in 2005. The effluent from the WWTP is discharged to Dodd Creek. The dual train process flow using biological nutrient removal treatment process (BNR) was designed to meet the applicable Ministry of the Environment effluent criteria at a design average flow of up to 100 cubic metres per day (m³/d) as per Certificate of Approval 1236-6BZLNC dated May 20th, 2005. As per the Certificate of Approval, the WWTP can serve the Elgin Manor LTC Home, the Senior's Apartment Complex and the adjacent elementary school. Currently, the WWTP receives flow from Elgin Manor, Southwold Public School and Royal Oak Senior Living.

The biological treatment process employed in the plant is a two-stage integrated Biological Nutrient Removal (BNR) process. The combined Anoxic-Oxic process provides for carbonaceous biochemical oxygen demand (cBOD) removal, nitrification and denitrification. Sewage is pumped from the EQ tank to the anoxic tank, then to the aeration (oxic) tank, the clarifier and the sand filter. Treated final effluent is discharged to Dodd Creek. The organic material is removed from the waste through the metabolic oxidation/reduction by the microorganisms present in the anoxic and aeration tanks. The vast majority of these microorganisms are bacteria and higher groups, and the concentration of the microorganisms in the mixed liquor can be approximated through the concentration of the Mixed Liquor Volatile Suspended Solids (MLVSS) in the system.

The anoxic tank is provided with submersible mixers to ensure that the entire tank contents remain in full suspension. Nitrified mixed liquor is returned from the end of the aeration tank to the anoxic process by two submersible pumps. These pumps return the mixed liquor at a manually adjustable rate ranging from 200 to 800 percent of the average influent flow rate. The internal recycle stream is denitrified in the anoxic tank by anaerobic bacteria, which convert nitrate to nitrogen gas. The anaerobic bacteria require an organic carbon source for cell synthesis while obtaining energy by converting nitrate to nitrogen gas. Acetate was provided during plant start-up as a supplementary carbon source to maintain a viable population of denitrifying bacteria. The remaining quantity of phosphorus that is not removed biologically is removed from the wastewater by chemical precipitation using alum.

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The services required at the facility include but are not limited to:

- Complete operation of the facility with trained personnel on a part-time basis between the hours of 07:30 to 16:00, Monday to Friday;
- Ensure daily operations comply with all Environmental Laws and the certificate of approval;
- Perform routine maintenance duties to equipment by following preventative maintenance procedures;
- Inspect process control equipment to ensure proper operation of wastewater treatment clarifiers, pumps, blower and aeration systems, filters, sludge holding tanks, alum and other chemical feeders;
- Operate pump controls and valve controls for pumping all process streams;
- Check return sludge rates; compare to routine calculations and determine operational adjustment requirements;
- Calculate, record and analyze the amount of wastewater treated, the daily flows and monthly flows;
- Collect influent and effluent samples for analysis, perform inspections and testing, as required;
- Monitor and adjust dosages of process chemicals as required;
- Check filters and backwash as required;
- Calibrate equipment in accordance with the Facility's Certificate of Approval;
- Carry out a routine lubrication program including greasing and oiling as required in the lubrication schedule;
- Maintain an inventory of all key equipment and tools;
- Maintain records regarding the operation of the Facility in compliance with Environmental Laws;
- Provide tools and monitoring equipment as required to complete noted maintenance and monitoring activities;
- Report complaints, odour and other plant operation problems, as required.
- Record information on the frequency of equipment breakdown and repair costs to determine replacement needs;
- Recommend to the County capital improvements to the plant and equipment;
- Ensure security of the Facility by locking doors and gates;
- Prepare the Facility for any scheduled inspection by the Ministry of Environment and Climate Change ("MOECC") and accompany the MOECC during such inspections;
- Report to the Ministry of the Environment to satisfy current regulations;
- Review with the County any inspection reports that are provided;
- Report to the County on a semi-annual basis on the performance of the facility;
- Provide incident Reports, as required;
- Be available 24/7 for any emergency situations relating to the operation of the facility;

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The contract operator shall ensure that staff working at the facility are certified operators and trained in normal process operation and maintenance of the Facility and that all staff are trained to deal with emergency situations.

Labour rates on business days, Monday to Friday, (07:30 to 16:00) shall be a monthly average of 56 hours per month for an operator.

The contract operator shall obtain prior approval from the County for all extra hours to be billed which are not included in the monthly operating fee.

2.4 Reporting

The contract operator shall provide a facility performance report, semi-annually to the County. There is also an annual facility report required by the ECA permit to be submitted to the MOECC.

2.5 Capital Expenditures

All capital expenditures shall be the responsibility of the County. Capital expenditures are to the charges for all capital items in relation to the facility including new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair or maintenance, any alterations and any associated installations, commissioning including labour.

The contract operator shall provide to the County no later than September 30 of each year an estimate of the capital expenditures required for the operation of the facility for the following year. The County will provide written authorization to the operator noting the capital expenditures approved. The contract operator will proceed and be responsible for coordinating the capital expenditures on behalf of the County.

2.6 Sludge

All sludge removal, storage and spreading costs shall be included as part of the contract. The contract operator shall manage the entire sludge storage and removal process in compliance with all relevant Environmental Laws.

Note that the decanting process takes additional time because the mud well pump is smaller than the decant pump therefore staff are constantly stopping the process to allow the mud well to catch up.

The quantities of sludge plus the estimated quantity for 2023 is listed below:

2021 - 300 m³

2022 - 340m³

2023 - estimated 300 m³

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Any unanticipated expenditures or additional costs incurred by the contract operator in order to address a change in applicable laws, work required by a regulatory order (MOE, MOL) or identified through an inspection that is not the responsibility of the contract operator will be the responsibility of the County.

All hydro, communication and continuous monitoring (SCADA) costs related to the facility will be paid for by the County.

2.8 Emergency Situations

The contract operator shall be available 24/7 for any emergency situations relating to the operation of the facility.

The contract operator shall ensure that there are contingency plans in place for staff to address non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.

In the event of an emergency, the contract operator shall implement such contingency plans and shall make all reasonable efforts to maintain the facility in accordance with Environmental Laws.

In the event of an emergency response outside of regular work hours, time shall be billed to the County in accordance with the rates included in the operator's proposal. The facility is equipped with an auto dialer to notify the contract operator of alarms. The contract operator shall respond to all alarms/notifications from the plant.

2.9 Confined Space Work

The contract operator shall provide staff to perform confined space work at other County facilities (three Long Term Care Homes) on an hourly rate basis. The hourly rate for confined space work shall be listed on the electronic Pricing Forms in the Bidding System. The contract operator's staff must be trained to enter confined space areas and must adhere to Ministry of Labour requirements.

Annual checks and annual maintenance are required for the following locations:

- a. Bobier Villa, 29491 Pioneer Line, Dutton
- b. Elgin Manor, 39262 Fingal Line, Fingal
- c. Terrace Lodge, 49462 Talbot Line, Aylmer

2.10 Term of Contract

The term of contract is for a five (5) year term, commencing on January 1, 2024 to December 31, 2028. The County at its discretion may extend the contract up to an additional two (2), two (2) year terms upon mutual agreement between both parties.

The cost for services for the optional years will be calculated on the year five cost plus any CPI adjustment as calculated by Statistics Canada and any adjustment required for maintaining the insurance.

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ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System.

Hardcopy submissions not permitted.

Failure to include the submission requirements may result in your proposal being disqualified.

3.2 Proposal Submission Requirements

Proponents shall upload a PDF Proposal Submission to the Bidding System.

The submission shall be no longer than fifteen (15) single sided pages (Arial 12 font or equivalent), excluding a schedule, appendix and the Curricula Vitae. The submission should include all of the information listed in this Technical Proposal Requirements section.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

a) **Section 1: Overview**

A narrative demonstrating the operator's understanding of the full scope of services, reasons why the Proponent is interested in taking on this project, and its familiarity with the County of Elgin and similar facilities.

b) **Section 2: Work Program**

The approach and methodology to be pursued for the provision of the services requested in the Request for Proposal.

c) **Section 3: Operations Team**

Identify the Operators proposed for the operation of the facility. For each member of the team, confirm if the individual is a full-time, permanent employee of the Proponent, their qualifications and their role in operating the facility. Include the total number of hours the operations team will provide monthly.

d) **Section 4: Company Experience**

Demonstrate the experience and capability of your company by providing details on the experience in operating plants of similar size and scope.

e) **Section 5: References**

Provide at least three (3) references the County may contact. References should be from clients for which you are operating a similar sized wastewater treatment plant or larger.

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The reference information must contact the agency name, contact person, email and phone number.

3.3 **Financial Submission Requirements**

Proponents are required to complete the electronic Pricing Forms in the Bidding System. The proposal submission must clearly state which services are not included in your financial pricing submission.

Fees & expenses shall not include contingencies or HST.

3.4 **Evaluation Process**

Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent's experience and the anticipated benefit to Elgin County. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the County or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The County reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

The County reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

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3.5 Evaluation Criteria

Proposals will be evaluated based on the following weighted evaluation factors:

| Rated Criteria | | Maximum Points |
|--|----------------|----------------|
| Firm's Understanding of Objectives and Requirements Demonstrated understanding of Work Program / Approach and Methodology Responsiveness to the RFP, completeness of submission | 15 10 | 25 |
| Firm's Experience and Operators Experience Completeness / Corporate Experience Proposed onsite operator experience Experience in operating similar facilities | 10 10 10 | 30 |
| Hours Number of hours proposed to operate the facility | | 10 |
| Price Cost for operating plant | | 30 |
| Competitiveness of hourly rates | | 5 |
| References | | (Pass / Fail) |
| Total Score | | 100 |

3.6 Ratings

For consistency, the following table describes the characteristics attributable to particular scores between 0-10.

| | | |
|---|-----------------------|---|
| 0 | Unacceptable | Did not submit information |
| 1 | Very Poor | Information provided does not meet any requirements |
| 2 | Poor | Barely meets some requirements, does not meet others. |
| 3 | Weak | Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas |
| 4 | Below Average | Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas. |
| 5 | Somewhat Satisfactory | Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical. |
| 6 | Satisfactory | Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical. |

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| | | |
|----|-------------|---|
| 7 | Good | Meets all requirements of the criteria. |
| 8 | Very Good | Somewhat exceeds the requirements of the criteria. |
| 9 | Excellent | Exceeds the requirements of the criteria in ways that are beneficial. |
| 10 | Outstanding | Proposal exceeds the requirements of the criteria in superlative ways / very desirable. |

The lowest operating fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation. All higher fees proposed shall be awarded points, rounded to the closest full point for the cost portion of the evaluation by the following:

Lowest Cost ÷ Proposed Cost x Maximum Points = Total Cost Points.

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent.

In submitting a proposal, the Proponent acknowledges the County’s right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the County’s decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the County’s best interest to do so.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

3.7 Presentation and Interview

The County may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than two Proponents based on the scoring results. Note- If the County elects to interview short listed proponents, the proposed Project Manager is required to attend.

The interviews would be conducted by the representatives of the Evaluation Committee via Zoom Web Conferencing. Senior staff members to be assigned to this project must attend the interview.

Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (5 minutes)
- Questions from Proponents (5 minutes)

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The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the County of Elgin will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

| Criteria Category | Weighted Points |
|--------------------------|------------------------|
| Presentation | 25 |

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

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CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT

SECTION 4.0 - GENERAL CONDITIONS

4.1 Rights of the County

The County is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the County shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal or by reason of any delay in the award of the contract.

The County reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. County staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The County reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The County reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The County reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the County to enter into any contract.

The County reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the County reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or has instituted a legal proceeding, without the prior approval of County Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**4.2 Conflict of Interest**

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

The Proponent further declares that no member of the Council of the County and no officer or employee of the County will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the County prior to the submission of a proposal. The County may, at its discretion, delay any evaluation or award until the matter is resolved to the County's satisfaction. The County may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the County determines that it is in its best interests to do so.

The County reserves the right to disqualify a proposal where the County believes a conflict of interest or potential conflict of interest exists.

4.3 Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the County, the County reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the County.

4.4 Disqualification of Proponents

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

4.5 Confidentiality

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The County will treat all proposals as confidential. The County will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the County will become public information.

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**4.6 Proposal Assignments**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the County.

4.7 Purchasing Policy

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Purchasing Policy. The Purchasing Policy can be viewed on the County's website, www.elgincounty.ca

4.8 Failure to Perform

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The County shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9 Award and Agreement

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the County or County Council, the report recommending such award including the total cost of the awarded project shall be a matter of public record, unless otherwise determined by Council.

A written agreement, prepared by the County shall be executed by the County and the successful Proponent. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the County of Elgin, shall form part of the Agreement (see attached sample of agreement in Appendix A).

4.10 Insurance Requirements

Any agreement resulting from this RFP will contain the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned automobile and shall contain a severability of interest and cross liability clause to a limit of no less than ten million (\$10,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin as an Additional Insured.
- b) Professional Liability insurance covering all activities as described in the Proponent's proposal to a limit of no less than five million (\$5,000,000) per claim and in the aggregate. Such insurance shall provide coverage for errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work

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the policy shall remain in force for twelve (12) months. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the Comprehensive General Liability Policy or the Professional Liability Policy (Errors & Omissions).

- c) Pollution Legal Liability covering third party property damage, bodily injury and clean-up costs for pollution conditions to a limit of no less than five million (\$5,000,000) per claim and in the aggregate.
- d) Property Insurance must include Property of Others for a limit of two million (\$2,000,000). Coverage shall be written on an All Risk basis and the County of Elgin shall be shown as the Sole Loss Payee.
- e) Standard OAP 1 Automobile liability policy in the amount of two million (\$2,000,000) dollars.
- f) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
 - be written with an insurer licensed to do business in Ontario;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
 - contain an undertaking by the insurer to notify the County in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
 - any deductible amounts shall be borne by the Proponent.
 - Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide Elgin County with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the County of Elgin, its officers, County Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the County or their employees.

4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay

REQUEST FOR PROPOSAL NO. 2023-P24
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WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County of Elgin prior to commencement of work.

4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11)*, the County requires content created for the municipality that is to be posted on our website to be provided in a format which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website after January 1, 2012 needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format

4.14 **Disqualification**

The County may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the county, if,

- the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the County may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Purchasing Coordinator for the County, the commercial relationship between the Corporation of the County of Elgin and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
 - a) Litigation with the County;
 - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;

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CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT

- c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or its representatives;
 - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted by the County;
 - e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
 - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

4.16 **Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**4.17 Legal Matters and Rights of the County**

This RFP is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to carry out the project (often referred to as “Contract B”). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the County.

The County may at its sole discretion change or discontinue this RFP process at any time whatsoever. The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The County may at its sole discretion decline to evaluate any proposal that in the County’s opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents’ participation in the RFP process, including but not limited to;

- the disclosure of a Proponent’s confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**4.18 Human Rights, Harassment and Occupational Health and Safety**

The successful Proponent shall be required to comply with the County's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety as well as all Provincial and Federal laws, regulations and guidelines regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

4.19 Covid-19 Pandemic

The successful Proponent shall comply with current COVID health and safety measures in place during the term of this contract.

4.20 Clarification

The County may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the County's interpretation of the Proponent's proposal.

The County is not obliged to seek clarification of any aspect of a proposal.

4.21 Supplementary Information

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

4.22 Default / Non-Performance

The County will reserve the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of this contract at any time should the Proponent's performance not meet the terms and conditions of the RFP upon 30 days written notification to the Proponent.

"Non-performance" shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the County retains the right to claim damages as a result of such default.

If the County terminates the Contract, it is entitled to:

- a) withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Proponent any loss, damage and expense incurred by the County by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**APPENDIX A - SAMPLE AGREEMENT**

THIS AGREEMENT made in effective this XXXX day of XXXXXXXX, 2023.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called "County")

OF THE FIRST PART

- AND -

(hereinafter called "Operator")

OF THE SECOND PART

WHEREAS on <Insert Date>, the County issued Request for Proposal No. 2023-P24 and Addendum No. <X> dated <Insert Date> for the Operation of the Elgin Manor Wastewater Treatment Plant for the County of Elgin (the "RFP");

AND WHEREAS on <Insert Date> the Operator submitted a proposal in response to the RFP (the "proposal");

AND WHEREAS the County wishes to enter into an agreement with the Operator for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the "Services");

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Operator to the County and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1

The Operator shall provide the Services set forth in Schedule "A" hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "A", the text of this Agreement shall prevail.

ARTICLE 2

The County covenants with the Operator that the Operator, having in all respects complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted annual rates as summarized below:

- \$XX.00 per year for the period of <Insert Date> to <Insert Date>

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**ARTICLE 3**

The Term of this Agreement is for a five-year term, deemed to commence on or about **January 1, 2024** and expire on **December 31, 2028**; provided further that the County, in its unfettered discretion, may extend the within Agreement up to an additional two (2), two (2) year terms upon mutual agreement between both Parties.

ARTICLE 4

A copy of each of the Terms of Reference and Addendum No. XX are hereto annexed (as Schedule A) and together with the Operator Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 5

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) Addenda;
- c) Terms of Reference;
- d) Operator Proposal;
- e) General Conditions;
- f) Proposal Requirements;
- g) Information to Proponents.

ARTICLE 6

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

ARTICLE 7

The Operator shall indemnify and save harmless the County, including its elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the "Releasees") from and against any and all claims of any nature, actions,

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT

causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of the Operator, including its officers, employees, servants, agents, and Operators or sub-contractors, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Operator of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the County, its officers, employees, servants, agents, or Operators or sub-contractors, or any one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

ARTICLE 8

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

ARTICLE 9

The Operator declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Operator also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the County or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the County.

ARTICLE 10

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

COUNTY: Corporation of the County of Elgin
450 Sunset Drive
St. Thomas, ON N5R 5V1

OPERATOR: _____

REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT

Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

ARTICLE 11

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

ARTICLE 12

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

ARTICLE 13

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

ARTICLE 14

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

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REQUEST FOR PROPOSAL NO. 2023-P24
CONTRACT OPERATION OF THE ELGIN MANOR WASTEWATER TREATMENT PLANT**ARTICLE 15**

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

| | |
|-----------------|--|
| _____ |) Corporation of the County of Elgin |
| |) |
| |) |
| Date: |) Per: _____ |
| |) Name: Ed Ketchabaw |
| |) Position: Warden |
| _____ |) |
| Location |) |
| |) Per: _____ |
| |) Name: Don Shropshire |
| |) Position: Chief Administrative Officer / Clerk |
| |) |
| |) We have the authority to bind the Corporation |
| |) |
| |) |
| |) <INSERT OPERATOR NAME> |
| |) |
| |) |
| _____ |) Per: _____ |
| Date: |) Name: _____ |
| |) Position: _____ |
| _____ |) |
| Location |) I have the authority to bind the Corporation |

**Addendum No. 1**

Request for Proposal No. 2023-P24 Contract Operation of the Elgin Manor Wastewater Treatment Plant

This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

The following questions have been received by the County; the County's response follows each question.

Question 1:

Section 2.3 Staffing states "Labour rates on business days, Monday to Friday, (07:30 to 16:00) shall be a monthly average of 56 hours per month for an operator."

The current operational hours are above 14 hours per week. Staffing hours were increased when the second train became operational. Does the County plan to reduce flows back to one train to accommodate the 14 hours or should proponents be expected to operate both trains and the operational hours increased?

Answer 1:

Both trains are currently operational. The 56 hours was from the previous RFP when only one train was operational. This clause has been revised to state "**a monthly average of 80 hours for an operator.**"

Question 2:

Section 3.2 Proposal Submission Requirements mentions Curricula Vitae and under 3.6, the RFP states "Only the proposal response and Curricula Vitae requested will be evaluated."

Can you please clarify for which positions the County requires resumes? Or should proponents simply include staffing bios with highlights of qualifications for all those involved?

Answer 2:

Curricula Vitae are not required for this RFP. Please disregard reference to Curricula Vitae in sections 3.2 and 3.6. Staffing information shall be included with your response to Operations Team noted in section 3.2c.

Addendum No. 1
RFP No. 2023-P24

Proponents shall also disregard reference to "schedule" in section 3.2 (2nd paragraph). A schedule is not required for your proposal response.

End of Addendum No. 1

Addendum Issued: September 20, 2023

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk
P: 519-631-1460, extension 129 | E: mhoogstra@elgin.ca



Addendum No. 2

Request for Proposal No. 2023-P24 Contract Operation of the Elgin Manor Wastewater Treatment Plant

This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

The following questions have been received by the County; the County's response follows each question.

Question 1:

Regarding section 2.7 Other Expenditures: Can you please confirm other costs that the County will assume such as chemicals, lab analysis, lab supplies and calibration?

Answer 1:

In addition to the items listed in section 2.7, the County covers all costs related to laboratory analysis, chemicals (alum) and equipment calibration costs.

Question 2:

What is the expected response time for call outs?

Answer 2:

It is expected that the operator will respond within one (1) hour for call outs.

Question 3:

Are we expected to use the County's VOR list?

Answer 3:

No, however the Operator may use the VOR list for routine maintenance items.

Question 4:

The usual CGL amount is \$5 Million, not \$10 Million. Is \$5 Million acceptable for this RFP?

Answer 4:

No. The CGL limit as specified in the RFP is required.

Question 5:

To further clarify Pollution Liability, can “Pollution Legal Liability” be changed to “Contractor’s Pollution Liability”?

Answer 5:

Yes, the County will accept Contractor's Pollution Liability. The County will also accept Premises Pollution Liability (PPL) insurance as an alternate. PPL is specialized for a third party, contracted to manage a single site.

Question 6:

Would it be possible to remove the Property Insurance from this RFP and leave only the CPL and CGL?

Answer 6:

The requirement for property insurance has been removed from the RFP. The County will continue to insure the property.

End of Addendum No. 2

Addendum Issued: October 2, 2023

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk
P: 519-631-1460, extension 129 | E: mhoogstra@elgin.ca